

## WEB SITE LINKING AGREEMENT

THIS WEB SITE LINKING AGREEMENT (the "Agreement") is made and entered into as of \_\_\_\_\_, 2012 (the "Effective Date") by and between \_\_\_\_\_, a limited liability company located in New York, New York ("\_\_\_\_") and United HealthCare Services, Inc., a corporation with offices located at 9701 Data Park Drive, Minnetonka, MN 55343 ("UHS"). \_\_\_\_\_ and UHS may each be referred to as a "Party" or collectively as the "Parties." In consideration of the obligations set forth below, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Link.** During the Term and subject to the provisions of this Agreement, UHS will establish and maintain at least one (1) hyperlink from UHS's web site located at <http://www.unitedhealthcareonline.com> (or any replacement or successor page) (the "UHS Web Site") to \_\_\_\_\_ web site located at \_\_\_\_\_ (or any replacement or successor page) (the "\_\_\_\_ Web Site") (the "Link"). UHS agrees to maintain the UHS Web Site and to create the Link at UHS's sole expense; and \_\_\_\_\_ agrees to maintain the \_\_\_\_\_ Web Site at \_\_\_\_\_'s sole expense. UHS will place the Link on the UHS Web Site based on mutually agreed upon specifications including, without limitation, the subject matter, size, location and placement of the Link. \_\_\_\_\_ agrees to include any updates or changes to the linked materials on the \_\_\_\_\_ Web Site, at no charge to UHS. In the event that \_\_\_\_\_ wishes to designate artwork to be used for the Link, \_\_\_\_\_ will supply UHS with all artwork necessary to add the Link to the UHS Web Site. The artwork must be submitted in electronic form and in accordance with the specifications provided by UHS from time to time.

2. **Web Site.** \_\_\_\_\_ agrees to notify UHS in the event that the \_\_\_\_\_ Web Site is unavailable for a period of 24 consecutive hours. In addition, \_\_\_\_\_ agrees that it shall continuously operate nationally recognized virus scanning software to ensure that the Web Site does not contain any virus or any other contaminant, including codes, commands or instructions that may be used to access, alter, delete, damage or disable the UHS Web Site. The parties agree that this Agreement does not restrict the gathering, use, or dissemination of information concerning users collected by either party. Each party is responsible for determining whether any such gathering, use or dissemination it performs is consistent with applicable law and regulations.

3. **Trademarks and Other Proprietary Matters.** During the Term and subject to the provisions of this Agreement, \_\_\_\_\_ grants to UHS a limited, non-transferable, non-exclusive and royalty free license to use such trademarks, service marks, and other proprietary words and symbols which \_\_\_\_\_ may designate in writing from time to time (the "Trademarks") for the sole purpose of establishing the Link as described herein. UHS will only use the Trademarks in accordance with \_\_\_\_\_'s standards, specifications and instructions. Upon expiration or termination of this Agreement, UHS will immediately cease all use of \_\_\_\_\_'s Trademarks. UHS acknowledges and agrees that \_\_\_\_\_'s Trademarks are and shall remain the sole property of \_\_\_\_\_, and UHS will not take any action intended to impair the value of, or goodwill associated with, such Trademarks. UHS acknowledges and agrees that use of \_\_\_\_\_'s Trademarks will inure to the benefit of \_\_\_\_\_. Except as expressly licensed under this Agreement, each Party will retain all right, title and interest in and to its own web site and its respective trademarks, copyrights, patents, and other intellectual and industrial property rights.

4. **Indemnification.** shall at its own expense defend, indemnify and hold UHS, its affiliates and their respective shareholders, officers, directors, employees and agents harmless from and against all present and future claims, demands, proceedings, litigation, liability, claim, expense and cost (including reasonable legal fees, expenses, fines, and penalties) brought by a third party and arising out of or in connection with any claimed or actual infringement of any patent, copyright, trademark, trade secret or other intellectual property or proprietary right of the Web Site.

5. **Limitation of Liability.** EXCEPT FOR ANY LIABILITY OF , ARISING OUT OF OR RELATED TO ITS OBLIGATIONS UNDER SECTION 4, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT OR OTHER CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOST SAVINGS), WHETHER BASED IN CONTRACT, NEGLIGENCE, TORT OR OTHERWISE UNDER OR RELATED TO THIS AGREEMENT.

6. **Term.** The term of this Agreement shall commence upon the Effective Date and shall continue for one year (the "Term"). Thereafter, unless either party provides the other party with written notice of its intention not to renew no less than thirty (30) days prior to the anniversary date of the Effective Date, this Agreement shall renew automatically for successive terms of one year each. Either Party shall have the right to terminate this Agreement at any time and for any reason upon thirty (30) days prior written notice to the other Party. The Parties hereto may also terminate this Agreement upon mutual written consent at any time.

7. **Miscellaneous.** Neither this Agreement nor any part may be assigned or subcontracted by , without the prior written consent of UHS. This Agreement shall be construed in accordance with and governed by the laws of the State of Minnesota. If any portion of this Agreement is invalid or unenforceable, the remainder of the Agreement shall not be affected, and the remaining terms will continue in effect and be binding on the parties. The representations, warranties, covenants, title, proprietary rights, and indemnification provisions set forth in this Agreement shall survive the termination of this Agreement and continue in full force and effect. This is the entire understanding between the parties about the Link. It incorporates and supersedes all prior written and oral communications about the Link. Terms contained in any documentation, correspondence, shrinkwrap, click-wrap, or invoice that modify, amend, or conflict with the terms of this Agreement will be null and void, having no force or effect, and as between such documents, this Agreement shall govern.

The parties have caused this Agreement to be executed by their respective authorized representatives.

UNITED HEALTHCARE SERVICES, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_